

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
BEATRICE AMOS, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **INUVIK, NT.**

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

BEATRICE AMOS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of one thousand seven hundred eight dollars and sixty eight cents (\$1708.68).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for overholding in the amount of two thousand eight hundred fifty three dollars (\$2853.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of August,
2009.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

BEATRICE AMOS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant

Date of Decision: August 12, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on November 30, 2008 when the term tenancy agreement between the respondent expired. The respondent continued to occupy the premises until early March, 2009. There is no evidence that the parties entered into a new tenancy agreement. The applicant retained the security deposit (\$706.75) and interest (\$13.22) applying it against the repair of a door (\$197.19) and a general contract for other repairs (\$2231.46), and compensation for overholding (\$2853) resulting in a balance owing the applicant of \$4561.68. The applicant sought an order requiring the respondent to pay that amount.

The applicant completed a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*.

The applicant provided photographs of the premises, inspection reports, a detailed costing of the repair contract, the security deposit statement and work orders in evidence.

I find the statement in order and find that the repairs were made necessary due to the negligence of the respondent. I find the repair costs reasonable.

Applying the security deposit and interest first to repair costs, I find the repair costs owing to the applicant to be \$1708.68 calculated as follows:

Security deposit	\$706.75
Interest	13.22
Door repair	(197.19)
Repair contract	<u>(2231.46)</u>
Repair costs due applicant	\$1708.68

The respondent continued to occupy the premises for three months after the tenancy agreement was terminated in accordance with the *Residential Tenancies Act*. The respondent is not eligible for a subsidy for these months and compensation at the full unsubsidized rent of \$951/month is reasonable. I find that amount to be \$2853.

An order shall issue requiring the respondent to pay the applicant repair costs of \$1708.68 and compensation for overholding in the amount of \$2853.

Hal Logsdon
Rental Officer